IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O. O. C. J.

SUMMARY SUIT NO.3024 OF 2006

Canadian Food Products Pvt. Ltd. ..Plaintiff.
Vs.
Pac-King Machinery Pvt. Ltd. ..Defendant.

....

Mr. Prakash Panjabi for the Plaintiff.
None for the Defendant.

....

CORAM: **DR. D.Y. CHANDRACHUD, J.**
10th April, 2007.

P.C. :

The Plaintiff placed an order upon the Defendant for the supply of a machine for which quotations had been invited by the Plaintiff. The Defendant had furnished a quotation on 11th June, 2003 in pursuance of which the order was placed. An amount of Rs.4 lacs was paid to the Defendant by two cheques dated 16 and 21st June, 2003 respectively. The Defendant failed to supply the machine. A part payment of Rs.50,000/- was made by the Defendant towards the repayment of the advance of Rs.4 lacs, by a cheque dated 6th February, 2004 drawn on HDFC Bank. Subsequently on 2nd August, 2004, 24th January, 2005 and 4th March, 2005 the Plaintiff addressed

letters of demand on the Defendant. On 3rd March, 2006 the Defendant confirmed its liability, but in the amount of Rs.3,12,000/-.

2. The Defendant has not entered appearance despite service of the writ of summons. An affidavit of service has been filed. A compilation of the original documents has also been filed on the basis of which the claim is established. The claim in the suit falls within the purview of Order 37 of the Code of Civil Procedure. The suit is accordingly decreed in terms of prayer clause (a) subject to the direction that the Plaintiff will be entitled to interest at the rate of 9% per annum from the date of the institution of the suit until the date of the decree and at the same rate from the date of the decree until payment or realization.

Refund of Court Fess, if any, as per rules.